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ATTORNEYS FOR PLAINTIFFS

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

CHINA CENTRAL TELEVISION, a China
company; CHINA INTERNATIONAL
COMMUNICATIONS CO., LTD., a China
company; TVB HOLDINGS (USA), INC., a
California corporation; and DISH
NETWORK L.L.C., a Colorado corporation,
Plaintiffs,

vs.

CREATE NEW TECHNOLOGY (HK)
LIMITED, a Hong Kong company; HUA
YANG INTERNATIONAL TECHNOLOGY
LIMITED, a Hong Kong company;
SHENZHEN GREATVISION NETWORK
TECHNOLOGY CO. LTD., a China
company; CLUB TVPAD, INC., a California
corporation; BENNETT WONG, an
individual; ASHA MEDIA GROUP INC.
d/b/a TVPAD.COM, a Florida corporation;
AMIT BHALLA, an individual;
NEWTVPAD LTD. COMPANY d/b/a
NEWTVPAD.COM a/k/a TVPAD USA, a
Texas corporation; LIANGZHONG ZHOU,
an individual; HONGHUI CHEN d/b/a E-
DIGITAL, an individual; JOHN DOE 1 d/b/a
BETV; JOHN DOE 2 d/b/a YUE HAI; JOHN
DOE 3 d/b/a 516; JOHN DOE 4 d/b/a HITV;
JOHN DOE 5 d/b/a GANG YUE; JOHN
DOE 6 d/b/a SPORT ONLINE; JOHN DOE 7
d/b/a GANG TAI WU XIA; and JOHN DOES
8-10,

Defendants.

Case No.
CV 15-1869 SVW (AJWx)

**DECLARATION OF GEORGE
WUKOSON IN SUPPORT OF
PLAINTIFFS' MOTION FOR
CONTEMPT**

Courtroom: 10A
Judge: Hon. Steven V.
Wilson

DECLARATION OF GEORGE P. WUKOSON

I, George P. Wukoson, declare as follows:

1. During the pendency of this matter, I was an associate with the law firm of Davis Wright Tremaine LLP (“DWT”), counsel to the Plaintiffs in this action. I am an attorney licensed to practice law in the State of New York and before the bars of the Southern and Eastern Districts of New York. I was also admitted *pro hac vice* as one of the attorneys for Plaintiffs in this action.

2. As the Court knows, this lawsuit concerns Defendants’ creation, manufacture, sale, and operation of software applications (“apps”) on set-top box devices known as the TVpad and blueTV, which apps are designed and used to infringe Plaintiffs’ copyrighted television programming (the “Infringing Apps”).

3. Upon motions by Plaintiffs, this Court has entered the following injunctions in this action:

- Preliminary Injunction, dated June 11, 2015 [Doc. No. 98] (“Preliminary Injunction”)
- Order Granting Plaintiffs’ Motion for Default Judgment and Permanent Injunction Against Defendants Create New Technology (HK) Limited and Hua Yang International Technology Ltd., dated May 31, 2016 [Doc No. 192]
- Amended Order Granting Plaintiffs’ Motion for Default Judgment and Permanent Injunction Against Defendants Create New Technology (HK) Limited and Hua Yang International Technology Ltd., dated August 12, 2016 [Doc No. 198]
- Second Amended Order Granting Plaintiffs’ Motion for Default Judgment and Permanent Injunction Against Defendants Create New Technology (HK) Limited and Hua Yang International

1 Technology Ltd., dated May 10, 2017 [Doc No. 214] (“Second
2 Amended Permanent Injunction”)
3 (the “Injunctions”). Each of the Injunctions enjoins third parties who receive notice
4 of the Injunction from providing any web, server or file hosting services or other data
5 storage and delivery services to the Defendants and other Enjoined Parties (as that
6 term is defined in each Injunction) in connection with the Enjoined Parties’
7 infringing activities. *See, e.g.*, Second Amended Permanent Injunction at 9–10.

8 4. In the course of my representation of Plaintiffs, I contacted numerous
9 internet service providers (“ISPs”) who have hosted digital content used by the
10 Infringing Apps to function and to stream digital video copies of Plaintiffs’
11 copyrighted TV programming. In my correspondence with these ISPs, I requested
12 pursuant to the then-operative Injunction that the ISP disable customer accounts that
13 were employing that ISP’s servers to host content used by the Infringing Apps. Most
14 of the ISPs I have placed on notice of the Injunctions have complied as requested.

15 5. However, not all of the ISPs I have contacted have complied.
16 Specifically, despite receiving written notice and copies of multiple Injunctions from
17 me, three ISPs have refused to comply with the Injunctions. These non-compliant
18 ISPs are: Azure Technology Co., Ltd. (“Azure Tech”), ZERO DDOS LLC (“Zero
19 DDOS”), and ClearDDoS Technologies (“Clear DDOS”) (collectively, the “Non-
20 Compliant ISPs”).

21 6. I submit this declaration to set forth my communications with the
22 Non-Compliant ISPs and my efforts to secure their cooperation with the Injunctions.
23 Clear DDOS

24 7. On October 12, 2015, I sent Clear DDOS a letter from my colleague
25 Lacy H. Koonce, III, enclosing the Preliminary Injunction, notifying Clear DDOS of
26 the terms of the Preliminary Injunction applicable to it, and requesting that Clear
27 DDOS cease providing hosting services to the Enjoined Parties in connection with
28 their infringing activities. This notice letter and enclosed Preliminary Injunction were

1 sent by Federal Express overnight delivery to Clear DDOS at two physical addresses
2 associated with Clear DDOS in public records, and it was also emailed to two email
3 addresses associated with Clear DDOS in public records.

4 8. On the same day, October 12, 2015, a person signing as "Nico Zheng"
5 and using the email address nico.zheng@clear-ddos.com responded by email. In his
6 email, Mr. Zheng stated only, "We have inform user to check, thanks." The next day,
7 on October 13, 2015, I sent an email to Mr. Zheng to reiterate that whether or not
8 Clear DDOS provided notice of the Preliminary Injunction to its customer, the
9 Preliminary Injunction required Clear DDOS itself to take action, including ceasing
10 services to the Enjoined Parties. Nonetheless, on October 15, 2015, Mr. Zhang
11 responded, "We are still chasing user to deal with their service as you mentioned. If
12 any new [sic] we will inform to you." Giving Clear DDOS the benefit of every doubt,
13 on the same day, October 15, 2015, I sent another email to Mr. Zheng stating that his
14 reply did not respond to my correspondence on behalf of Plaintiffs and was "wholly
15 insufficient" because Clear DDOS is "subject to a court order from a US federal
16 court, and must comply immediately or be subject to contempt of court." I further
17 advised Mr. Zheng that, "To comply with the court order, ClearDDoS
18 must immediately disable the accounts associated with the IP addresses identified in
19 Exhibit 2. It does not matter what the user says. The Preliminary Injunction Order
20 does not allow for any delay to consult with users. This is not a 'take-down' notice,
21 again, it is a court ORDER and you must comply."

22 9. On October 15, 2015, Nico Zheng emailed me from his email address
23 nico.zheng@clear-ddos.com to again state Clear DDOS would need to "escalate" this
24 issue to its client:

25 We will fully assist for your request. However, we have no idea about the
26 clients content if there's any copyright issue. And we also has contract and
27 SLA with the client. So its not that easy for us to simply shutdown all their
service just based your email notice. We will escalate this issue to the client,
hopefully to get this issue be fixed asap.

28 I responded to Nico Zheng on October 16, 2015 to state the following:

1 Thank you for your reply, but it appears that you misunderstand our
2 communications. We have not sent you a “request,” “email notice” or other
3 copyright takedown notice of the type you might often receive. Rather, we
4 have sent you a **court order** that you must comply with or face sanctions for
5 non-compliance.

6 You do not need to evaluate the content hosted by the enjoined parties’
7 accounts. A U.S. federal court has already determined that the content is
8 infringing and illegal. This **court order** does not allow for a delay for your
9 client to respond. Your client’s response does not matter. Other ISPs that we
10 have provided notice to have quickly complied by disabling the accounts we
11 asked them to disable.

12 Neither Nico Zheng nor any other Clear DDOS representative responded to my
13 October 16th email.

14 10. On May 22, 2017, I sent Clear DDOS a letter enclosing the Second
15 Amended Permanent Injunction, notifying Clear DDOS of the terms of the Second
16 Amended Permanent Injunction applicable to it, and requesting that Clear DDOS
17 cease providing hosting services to the Enjoined Parties in connection with their
18 infringing activities. This May 22nd notice letter and enclosed Second Amended
19 Permanent Injunction were sent by Federal Express overnight delivery to Clear
20 DDOS at the two physical addresses associated with Clear DDOS in public records,
21 and were also emailed to two email addresses associated with Clear DDOS in public
22 records.

23 11. Having received no response from Clear DDOS, on June 1, 2017 I sent a
24 follow-up email to Clear DDOS at the same email addresses. I never received a
25 response to that email.

26 12. True and correct copies of my correspondence with Clear DDOS on
27 behalf of Plaintiffs are attached hereto as Exhibits 3 - 10.

28 Azure Tech

13. As explained in paragraph 7 of the accompanying Declaration of
Nicholas Braak, Azure Tech was previously known as CLOUDDDOS
TECHNOLOGY CO., LIMITED (“Cloud DDOS”), and Azure Tech and Cloud
DDOS are also connected by registration information—including domain names and

1 email addresses—in public internet service provider records. In the course of
2 enforcing the Injunctions, we have identified the Enjoined Parties’ use of IP
3 addresses registered to both Azure Tech and Cloud DDOS. Because Azure Tech and
4 Cloud DDOS are alter egos of one another, we have sometimes notified them of
5 Injunctions by single letters or emails sent to both of them.

6 14. On October 12, 2015, I sent Cloud DDOS a letter from Mr. Koonce
7 enclosing the Preliminary Injunction, notifying Cloud DDOS of the terms of the
8 Preliminary Injunction applicable to it, and requesting that Cloud DDOS cease
9 providing hosting services to the Enjoined Parties in connection with their infringing
10 activities. This notice letter and enclosed Preliminary Injunction were sent by Federal
11 Express overnight delivery to Cloud DDOS at two physical addresses associated with
12 Cloud DDOS in public records, and were also emailed to two email addresses
13 associated with Cloud DDOS in public records, including the email address
14 abuse@azure-tech.com. The name “abuse” and the domain name in this email
15 address indicate it is Azure Tech’s email address designated for the reporting of
16 abuse of Azure Tech’s services.

17 15. Nico Zheng, using the email address ts@azure-tech.com, responded to
18 this letter on October 12, 2015. In his email, Mr. Zheng stated only, “we have inform
19 our user to check, thanks.” On behalf of Plaintiffs, I responded on October 13, 2015
20 to remind Mr. Zheng that whether or not Cloud DDOS had provided notice of the
21 Preliminary Injunction to its customer, the Preliminary Injunction required Cloud
22 DDOS to take action, including ceasing services to the Enjoined Parties. I then sent
23 an email to Mr. Zheng’s azure-tech.com email address on October 15, 2015 to
24 emphasize that the Preliminary Injunction required that Cloud DDOS immediately
25 disable the accounts subject to the injunction, and that Cloud DDOS could be found
26 in contempt of court for failing to do so. On October 16, 2015, I sent Mr. Zheng a
27 follow up email in which I reiterated that merely informing Cloud DDOS’s
28 customers did not satisfy Cloud DDS’s takedown obligations under the Preliminary

1 Injunction. I did not receive any response to my October 15 and 16, 2015 emails
2 from Mr. Zheng or any other representative of Azure Tech.

3 16. On May 22, 2017, I sent Azure Tech a letter enclosing the Second
4 Amended Permanent Injunction, notifying Azure Tech of the terms of the Second
5 Amended Permanent Injunction applicable to it, and requesting that Azure Tech
6 cease providing hosting services to the Enjoined Parties in connection with their
7 infringing activities. This notice letter and the enclosed Second Amended Permanent
8 Injunction were sent by Federal Express overnight delivery to Azure Tech at a
9 physical address associated with Azure Tech in public records, and were also emailed
10 to three email addresses associated with Azure Tech in public records.

11 17. Having received no response to my May 22nd letter to Azure Tech, on
12 June 1, 2017 I sent an email to the same three azure-tech.com email addresses. In my
13 June 1st email, I requested that Azure Tech confirm receipt of my May 22nd letter and
14 that it was taking the actions requested in my May 22nd letter. Azure Tech did not
15 respond, and the Infringing Apps on the TVpad and blueTV continued to access
16 Azure Tech servers, including at additional IP addresses. For this reason, I emailed
17 Azure Tech on July 11, 2017 (using the same three email addresses) to provide the
18 additional Azure Tech IP addresses the Enjoined Parties were using and to notify
19 Azure Tech that its failure to comply with the Second Amended Permanent
20 Injunction could result in its being found in contempt of Court.

21 18. That day, on July 11, 2017, I finally received email responses from
22 Azure Tech to my second reminder email, from two different individuals, Nico
23 Zheng (using the email address ts@azure-tech.com) and "Simon" (using the email
24 address ts@azure-tech.com). Both Mr. Zheng and Simon stated only that Azure Tech
25 had provided Plaintiffs' notice to its customers. Specifically, Mr. Zheng's email
26 stated only: "We have inform the users of you mentioned IPs to deal with. Thanks."
27 Simon's email stated only: "We have been informed our Customer and dealing with
28 it .Thanks for contact us."

1 19. The next day, on July 12, 2017, I responded to Azure Tech to reiterate
2 that the Second Amended Permanent Injunction requires that Azure Tech disable the
3 accounts associated with the IP addresses identified to it and that failure to do so
4 constitutes disobeying and violating a court order. Azure Tech did not respond to this
5 email.

6 20. True and correct copies of my correspondence with Azure Tech on
7 behalf of Plaintiffs are attached hereto as Exhibits 11-21.

8 Zero DDOS

9 21. On October 12, 2015, I sent Zero DDOS a letter enclosing the
10 Preliminary Injunction, notifying Zero DDOS of the terms of the Preliminary
11 Injunction applicable to it, and requesting that Zero DDOS cease providing hosting
12 services to the Enjoined Parties in connection with their infringing activities. This
13 notice letter and the enclosed Preliminary Injunction were sent by Federal Express
14 overnight delivery to Zero DDOS at three physical addresses associated with Zero
15 DDOS in public records, and were also emailed to two email addresses associated
16 with Zero DDOS in public records. Zero DDOS never responded to this letter.


17 22. On May 22, 2017, I sent Zero DDOS a letter enclosing the Second
18 Amended Permanent Injunction, notifying Zero DDOS of the terms of the
19 Preliminary Injunction applicable to it, and requesting that Zero DDOS cease
20 providing hosting services to the Enjoined Parties in connection with their infringing
21 activities. This notice letter and enclosed Second Amended Permanent Injunction
22 were sent by Federal Express overnight delivery to Zero DDOS at four United States
23 physical addresses associated with Zero DDOS in public records, and it was also sent
24 by email to two email addresses associated with Zero DDOS in public records.
25 Federal Express records show this May 22nd letter was delivered to two of the United
26 States physical addresses associated with Zero DDOS in public records and signed
27 for by the recipients. True and correct copies of those Federal Express records are
28 attached hereto as Exhibits 25-26.

1 23. Having received no response to my May 22nd letter to Zero DDOS, I
2 sent an email to the same two email addresses on June 1, 2017, requesting that Zero
3 DDOS confirm receipt of the May 22nd letter and that it was taking the actions
4 requested in the letter. Zero DDOS did not respond to any of my communications.

5 24. True and correct copies of my communications to Zero DDOS on behalf
6 of Plaintiffs are attached hereto as Exhibits 22-24.

7 I declare under penalty of perjury under the laws of the United States of
8 America that the foregoing is true and correct.

9 Executed this 12th day of October, 2017.

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12 _____
13 George P. Wukoson
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